

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

)	CASE NO.: 11-07267
)	CHAPTER 13
Jordan Jinks)	
Shawna Jinks)	
)	
<u>Debtor(s)</u>)	

APPLICATION TO EMPLOY
ON CONTINGENCY BASIS

The Application of Michael G. Matthews respectfully represents:

1. The Debtors, Jordan and Shawna Jinks, in the above captioned case request that the court authorize them to employ Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A., as their attorney in a matter concerning an automobile accident which occurred on September 29, 2010.
2. The Debtors, Jordan and Shawna Jinks, wish to employ, Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. all members of which have been admitted to practice in the applicable Court, of Post Office Box 457, Hampton, South Carolina 29924.
3. The professional services that Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. are to render include but may not be limited to the following:
 - a) To represent the Debtors in legal disputes involving a lawsuit concerning automobile accident case:
 - b) To prepare, file and/or pursue any necessary Pleadings, including Motions, Answers, Order, Discovery requests, and similar documentation;
 - c) To pursue the collections of any monetary funds that and/or other assets that the Debtors may be entitled to:
 - d) To conduct research, when necessary, relative to any legal issues that may arise in the pending case;
 - e) To prepare and pursue any necessary objections;

- f) To negotiate, mediate, arbitrate or litigate disputes that may arise in the case for the Debtors; and
 - g) Generally, to handle all legal issues involving the automobile accident and to advise the Debtors on the proper legal actions to be taken.
4. Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. has attached the "Legal Fee Agreement" which states the terms of employment, Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. understand that Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A.'s compensation rate must be approved by this Court and that it may differ from that agreed upon between the Debtors and Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A.
 5. The Debtors desire to employ Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. because the attorney has handled cases in the past, the lawyers are familiar with unique legal issues that may arise and the attorney(s) are competent to handle the matters assigned to them.
 6. To the best of the Debtors' knowledge and information, Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. is a disinterested parties as that term is defined by 11 U.S.C. §101(14) and Peters, Mursaugh, Parker, Eltzroth and Detrick, P.A. do not hold or represent any adverse to the estate.
 7. Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. has no connection with Creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee.

WHEREFORE, the Debtors, Jordan and Shawna Jinks pray that this court issue its order authorizing them to employ the services of Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. as attorney for the Debtors in the personal injury case on a contingency basis; to perform such duties as see fit; and that such attorney be paid at a fee to be subsequently approved by this court; and for such other and further relief as to this court seems just and proper.

/s/ Michael Matthews
Michael Matthews, Attorney for Debtor ID 10012
2015 Boundary Street Ste 319
Beaufort, South Carolina 29902
(843) 379-0702

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Jordan Jinks)	
Shawna Jinks)	
)	
<u>Debtor(s)</u>)	

STATEMENT OF NO INTEREST

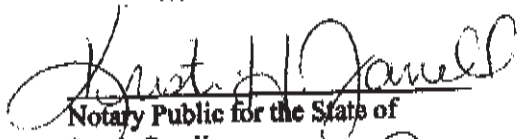
I, Richard Alexander Murdaugh, hereby make solemn oath;

1. Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. is comprised of ___ () attorney(s) that are/is duly admitted to practice in the State of South Carolina and in the applicable court.
2. Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. maintain an office located at Post Office Box 457, Hampton, South Carolina 29924.
3. The Debtors, Jordan and Shawna Jinks, have requested that Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. be allowed to represent the Debtors in the automobile accident which occurred on September 29, 2010. The services to be performed by the attorney are outlined in the Application being simultaneously filed.
4. To the best of my knowledge, Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. and all members of the firm are disinterested persons in this case as that term is defined in 11 U.S.C. § 101(14). Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. nor any of the individual lawyers, hold or represent an interest adverse to the estate.
5. That neither I nor Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. has any connections with Creditors, any other party in interest, their respective attorneys or accountants, the United States Trustee or any person employed in the office of the United States Trustee.
6. Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. has attached the "Legal Fee Agreement" which states the term of employment. Peters, Murdaugh,

Parker, Eltzroth and Detrick, P.A. understand that Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A. compensation rate must be approved by this Court and that it may differ from that agreed upon between the Debtors and Peters, Murdaugh, Parker, Eltzroth and Detrick, P.A.

/s/Richard Alexander Murdaugh, Esquire 
Richard Alexander Murdaugh, Esquire
ID _____
P O Box 457
Hampton, South Carolina 29924

SWORN TO BEFORE ME
January 18, 2013


Notary Public for the State of
South Carolina
My Commission Expires: June 10, 2013

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

CONTRACT OF REPRESENTATION
PERSONAL INJURY
(Contingency Fee Agreement)

I hereby retain the law firm of PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A. (hereafter referred to as "PMPED") to institute, prosecute, and adjust such claims and actions as it may deem advisable to recover damages against Shawntha Brown / MVA and/or any other responsible parties resulting from an automobile accident which occurred on 9-29-10. I hereby give PMPED the exclusive right to take all legal steps to enforce the said claim.

In consideration of the services rendered and to be rendered, I agree that PMPED shall retain, as a fee, thirty-three and one-third (33-1/3%) percent of any judgment, verdict, or settlement or, if an appeal is taken, forty (40%) percent of any judgment, verdict, or settlement. The attorney's fee shall be computed before expenses are deducted. I further agree to allow PMPED to deduct from any judgment, verdict, or settlement all expenses (including the cost of all filing fees, subpoenas, photographs, medical reports, medical records, depositions, court reporters, witness fees, and all other investigation and litigation expenses) which it reasonably and necessarily incurs in the performance of said legal services.

I understand that, while it is not obligated to do so, PMPED may associate another attorney or law firm to assist in my representation concerning this matter. I consent to PMPED doing so under the following conditions: PMPED will advise me of any attorney or law firm it associates; that both PMPED and the associated attorney or law firm accept joint responsibility for my representation; that the total fee charged to me is not more than that provided in this agreement; and that the fee is divided by agreement of PMPED and the associated attorney or law firm.

In recognition of PMPED's co-ownership interest in the proceeds of this legal matter and to secure payment by me to PMPED of all expenses and attorney's fees I am obligated to pay under this agreement, I hereby grant to PMPED a charging lien applicable to any and all recoveries on my claims, whether by settlement, verdict, judgment, or otherwise. I understand that the charging lien may be used to protect PMPED's fee for work done in the event I discharge PMPED. I further agree that, as of the date of this contract, the value of any of my claims is speculative and is dependent upon the services of PMPED for its potential to be realized.

PMPED shall have the right to terminate its representation at no expense to me if, after investigating the claim, it is of the opinion that the claim does not have sufficient merit to proceed to file suit. I agree to inform PMPED of any changes in my name, address, or telephone number, to keep all appointments, and to call my attorney as soon as possible to notify him in the event I am unable to keep an appointment. PMPED may stop representing me if I fail to comply with this agreement.

I have read and fully understand this contract. I acknowledge that I am entitled to a copy of this contract upon request.

Dated at Hampton, South Carolina, this 1 day of October, 2012.

WITNESS:



CLIENT:



Address: _____

Phone: _____

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

)	CASE NO.: 11-07267
)	CHAPTER 13
Jordan Jinks)	
Shawna Jinks)	CERTIFICATE OF MAILING
)	
<u>Debtor(s)</u>)	

I, the undersigned legal assistant of the law office of Michael Matthews, Esquire, attorney for the debtor(s), do hereby certify that I have mailed a copy of the Debtors' Motion to Employ Attorney on a Contingency Basis, Statement of No Interest notice in the above matter, postage prepaid, to each of the parties listed on the mailing matrix in said action, this 2nd day of January, 2013.

/s/ Jenny Durham
Jenny Durham, Legal Assistant

Label Matrix for local noticing
0420-2
Case 11-07267-jw
District of South Carolina
Charleston
Mon Jan 21 14:19:09 EST 2013

(p)AMERICAN HONDA FINANCE
P O BOX 168088
IRVING TX 75016-8088

Ashro Lifestyle
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas, TX 75374-0933

BJHCBS
P O Box 357
Ridgeland SC 29936-2605

Beaufort Medical Imaging
Post Office Box 49009
Greenwood SC 29649-0001

CBC Beaufort Medical Imaging
P O Box 5067
Kingsport TN 37663-0067

Central Financial Control
Coastal Carolina Medical
P O Box 666873
Dallas TX 75266

B. Lindsay Crawford III
Crawford & Von Keller LLC
PO Box 4216
Columbia, SC 29240-4216

Granite Recovery LLC
c/o Recovery Management Systems Corp
25 SE 2nd Avenue Suite 1120
Miami, FL 33131-1605

Hampton Regional Medical
595 Carolina Ave. West
Varnville SC 29944-4735

24 on Physicians PC
P O Box 403631
Atlanta GA 30384-3631

ASHRO
3650 Milwaukee Street
Madison WI 53714-2304

B. Lindsay Crawford III Esquire
P O Box 4216
Columbia SC 29240-4216

Beaufort CRNA Services
P O Box 1927
Columbia SC 29202-1927

Beaufort Memorial Hospital
P O Box 1085
Beaufort SC 29901-1085

CPM FEDERAL CREDIT UNION
1066 E. MONTAGUE AVE
N. CHARLESTON SC 29405-4822

Charleston Pathology
P O Box 30309
Charleston SC 29417-0309

Enterprise Rent A Center
P O Box 405738
Atlanta GA 30384-5700

HAMPTON COUNTY FAMILY COURT
PO BOX 7
HAMPTON SC 29924-0007

Hilton Head Emergency Physicians
P O box 291805
Dayton OH 45429-0805

AFNI Verizon
P O Box 3427
Bloomington IL 61702-3427

Ashley Funding Services LLC its successors a
assigns as assignee of Syndicated Office
Systems, Inc
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587
BEAUFORT MEDICAL IMAGING INC
C/O CBC
PO BOX 5067
KINGSPORT TN 37663-0067

Beaufort Emergency Medicine
P O Box 884
Columbia SC 29202-0884

Beaufort Memorial Orthopaedic Special
P O Box 6678
Columbia SC 29260-6678

CPM Federal Credit Union
P O Drawer 1227
Beaufort SC 29901-1227

Coastal Plaines Physcian
P O Box 60217
Charlotte NC 28260-0217

Equable Ascent Financial, LLC
c/o Recovery Management Systems Corp
25 SE 2nd Avenue Suite 1120
Miami FL 33131-1605

Hampton Country Family Court
P O Box 37
Hampton SC 29924-0037

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Jasper County EMS
P O Box 1509
Ridgeland SC 29936-2626

Jordan Jerome Jinks
P O Box 802
Yemassee, SC 29945-0802

Shawna Deaudrea Jinks
P O Box 802
Yemassee, SC 29945-0802

Johnanna Jinks
57 Hunt Street
Yemassee SC 29945

LowCountry Medical Group
P O Box 601131
Charlotte NC 28260-1131

Michael Glen Matthews
2015 Boundary St., Suite 319
Beaufort, SC 29902-6805

Midland Funding LLC
by American InfoSource LP as agent
PO Box 4457
Houston, TX 77210-4457

Midland Funding LLC by American InfoSource L
PO Box 4457
Houston, TX 77210-4457

Midnight Velvet
1112 7th Avenue
Monroe WI 53566-1364

Midnight Velvet
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas, TX 75374-0933

Montgomery Ward
1112 7th Avenue
Monroe WI 53566-1364

Montgomery Ward
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas, TX 75374-0933

Newby Sartip Masel & Casper
P O Box 808
Myrtle Beach SC 29578-0808

Quantum3 Group LLC as agent for
Galaxy Portfolios LLC
PO Box 788
Kirkland, WA 98083-0788

Recovery Management Systems Corporation
25 SE Second Avenue
Suite 1120
Miami, FL 33131-1605

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

SCA Beaufort Memorial Hospital
P O Box 910
Edenton NC 27932-0910

SCA Collection Roper St Francis
P O Box 876
Greenville NC 27835-0876

South Carolina Dept of Revenue
P O Box 129
Columbia SC 29214-0001

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly Street
Suite 953
Columbia, SC 29201-2448

Vanderbilt Mortgage
P O Box 9800
Maryville TN 37802-9800

Vanderbilt Mortgage and Finance, Inc.
PO Box 9800
Maryville, TN 37802-9800

Theodore Von Keller
Crawford and Von Keller
PO Box 4216
Columbia, SC 29240-4216

James M. Wyman
PO Box 997
Mount Pleasant, SC 29465-0997

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

AMERICAN HONDA FINANCE CORPORATION
NATIONAL BANKRUPTCY CENTER
P.O. BOX 168088
IRVING, TX 75016-8088

(d)Honda Financial
P O Box 105027
Atlanta GA 30348

Internal Revenue Service
1835 Assembly Street NDP 39
Columbia SC 29201